San Francisco.
cord Carriages,
T. DOWNING & CO
CONCORD COACHES,
413 and 315 Battery Stn
LIS, E. S. EASTMAN Agent
W. SPAULDING,
ing & Repairing
BLISHMENT
Street
Hatto)
FRANCISCO
PALSE TEETH IN
Gibbon's Dispensary,
Horrible Diseases
E UNFORTUNATE.
EDIES NEW REMEDIES
Sk Diseases (
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Who a cruel
Secret
Destroys
Impairs
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Lungs
Happiness
Blood
Ulcers
Sores
Throat
Bones
Joints
Skin
Kidneys
Bladder
Nerves
Constitution
Decay
Organs
Debility
Weakness
Body
Mind
Memory
Sight
Premature Grave
Consumption
Insanity
Suicide
Sexual Weakness
Impotency
Nervousness
Depraved sexual indulgence
Unfitness
Marriage
Ruin
Despair
Shame
Remorse
Misery
Blighted
Wrecked
Ruined
Lost
Manhood
Vitality
Secret Diseases
Gleet
Stricture
Seminal Emissions
Spermatorrhœa
Impotency
Sexual Debility
Nervousness
Depression
Evil Forebodings
Aversion to Society
Self-Distrust
Dizziness
Weak Back
Kidneys
Dimness of Sight
Loss of Memory
Universal Lassitude
Pain in the Back
Head
Hot Hands
Flushing of the Body
Dreadful Dreams
Horrible Sensations
Indigestion
Constipation
Blotches on the Face
Pimples
Eruptions
Blood Diseases
Ulcers
Sore Throat
Mouth
Bones
Joints
Rheumatism
Kidneys
Bladder
Nervous Irritability
Trembling
Palpitation of the Heart
Pain in the Region of the Kidneys
Involuntary Discharges
Frequent Calls
Inflammation
Retention of Urine
Unnatural Discharges
Loss of Power
Hydrocele
Shrunken Parts
Thousands
Victims
Ignorant
Pretending
Physicians
Misfortune
Poverty
Shame
Secrecy
Marriage
Consumption
Insanity
Suicide
Grave
Gibbon's Dispensary
Dr. Gibbon
Graduate
Twenty-five Years
Specialty
Diseases
Genito-Urinary Organs
Consultation
Office
Hours
Nine
Four
Sunday
Nine
Twelve

The Daily Oregonian

A Base Slander and Pas sood Refuted

EDITOR OREGONIAN

My attention has been called by Senator Williams to a paragraph in a letter lately published by Mr Pengra in the *Oregon Herald* in which it is stated that an arrangement was made through a friend of his by which he was to have stock at the benefit of stock in the Humboldt railroad.

I am the friend referred to and I desire to say in justice to Senator Williams that I never made any arrangement with him by which he was directly or indirectly to take or have such stock or any benefit from it nor did he and I have any understanding correspondence or conversation whatever upon that subject I have heard Senator Williams say that he would not have stock in any railroad while he was in Congress and so far as I know or believe he never made or assented to any understanding in conflict with that declaration Yours &c CYRUS OLNEY

The Pengra letter was published in the *Herald* of July 19th Judge Olney was then in San Francisco and did not have an opportunity to see the paper containing it till his arrival here the day before the above letter was written This explains why we have not been able until now to present proof that Pengra's allegation was slanderous and false

Though Judge Olney was not named as the personal friend who was alleged to have taken stock for Senator Williams with his consent and knowledge there is positive proof that he Olney is the person meant The evidence of the editor of the Eugene *State Journal* is conclusive on this point The Pengra letter was first offered to him for publication. He read the manuscript and declined it When the letter came out in the *Herald* a few days after he observed that some parts of it had been altered and others omitted He had noticed when he first read it in manuscript that Judge Olney was mentioned by name as the person alleged to have the stock by agreement with Senator Williams but in the letter as published the name of Judge Olney was suppressed It can also be proved that Mr Pengra has stated that Judge Olney was the personal friend alluded to The Judge's letter shows how groundless the accusation against Williams was and completely meets and refutes the only point in Pengra's letter that is worthy of notice

It may not be amiss to inquire why the name of Judge Olney which was at first inserted in this letter was suppressed? Who did it The letter was sent to Mr Ladd of this city who has we believe had it re-written Was the omission of Judge Olney's name a measure of prudence suggested by a conscientiousness that the charge against Senator Williams was an infamous falsehood and slander and that it would be safer to back it up in a vague and indefinite way with no name to support it? It would seem so The persons who were employed in preparing this letter and who interested themselves in having it published were engaged in very reputable business indeed! These are the parties who created such a din and uproar about railroad affairs before the election assumed the character of honorable and injured men who were working solely for the good of the State but who had been cheated and bulldozed in their endeavors to do a great and excellent thing for Oregon! They are the parties who seem to misrepresent anything or anybody but who are contending for the interests of the State against an unscrupulous and corrupt combination But we pause for lastly to contemplate such ill-assorted parties who as the above stated it seems and we all know our honorable

Can the Prussians Take Paris?

The cable dispatches from London are so contradictory on this subject If we believe those reports which come exclusively from Prussian sources the capture of Paris is almost certain But common sense at this stage of the war would put upon it probable capture of Paris He has yet been unable to [illegible] but why should Americans look for [illegible] of things to start in the third week of August when the summer vacation [illegible] The Prussians [illegible] forces against Metz [illegible] to pieces and the French [illegible] are concentrating [illegible] and strong lines of defense [illegible] are continually [illegible] progress of the Prussians [illegible] of France Again [illegible] be cited when the whole French army in 1812 was thrown upon Russia's whole [illegible] he was crushed before the Russian [illegible] toma soldier did

In 1871 Prussia [illegible] the very line in which [illegible] ing The French [illegible] Flanders [illegible] so [illegible] that their opponents on each [illegible] tempt The [illegible] Germans [illegible] Austria followed them [illegible] and the English [illegible] seem to promise [illegible] for the result [illegible] which [illegible] Can they doubt [illegible] for them only [illegible] infer from [illegible]

LAST NIGHT'S DISPATCHES.

BY MAGNETIC TELEGRAPH

EASTERN DATES TO AUGUST 9

BY THE CABLES

Incapacity of the French Emperor

NEW YORK August 10 A special cable to the Herald says letters from Metz speak most unfavorably of the manner in which the Emperor discharged the duties of Commander in Chief during the battle of Thursday last It is evident that the Emperor's health and mind were not equal to the emergency

Bazaine's army is reported to be in a very critical position Should he be defeated and driven back on Metz the fortress is provisioned for only a few days

The Prussian army of the Meuse is said to be marching rapidly on Paris

The Crown Prince of Prussia is reported to be moving on Chalons

Bazaine's army is reported to be in a very critical position Should he be defeated and driven back on Metz the fortress is provisioned for only a few days

The Prussian army of the Meuse is said to be marching rapidly on Paris

The Crown Prince of Prussia is reported to be moving on Chalons

Army Movements Affairs at Paris

LONDON August 10 The Times says that the Emperor and Prince Napoleon have left Metz and that Bazaine has been left in command with instructions to hold the position at all hazards

tion and Commission.

S. RICHARDSON,
CTIONEER,
for of Piano and Music Stores
UCTION SALES
ESTATE, FURNITURE, GENERAL
CHANDISE AND HORSES
79—Wednesday and Saturday.
A. R. RICHARDSON, Auctioneer.

Copartnership Notice

t Private Sale.
H REFINED SUGAR in BARRELS
SQUARE & ROUND LOAF STEEL
SHOES, DIES, CASES, NAILS,
FIRE PANS, SUNSET IRON, R. G. IRON
ALSO
assortment of WINES & LIQUORS
A. P. ARMSTRONG, Auctioneer
lar and Peremptory Sale
OF
Estate, Furniture
RAL MERCHANDISE, &c.
ill sell at my Auction Sales Room,
TURDAY, AUGUST 13, 1870,
AT 10 O'CLOCK A. M.,
Real Estate:
Block [illegible] situated on corner
[illegible] streets, [illegible] of Lots Section [illegible]
stories and a half [illegible] dwelling House, [illegible]
[illegible] and finely finished and
[illegible] a [illegible] well of water at premises.
Terms, one-half cash, balance in 30 days.
ALSO
of which it may concern
[illegible] ASSORTED DRIED FRUITS
[illegible] FRESH PEACHES
[illegible] PLUMS,
[illegible] PEARS,
[illegible] TOMATOES,
ALSO,
[illegible] ANT ROSEWOOD PIANO;
[illegible] ORGAN;
ALSO,
Groceries:
[illegible]00 bbl Bbls SUGAR;
[illegible]75 chests TEA;
ALSO,
[illegible]50 cases FRESH TOMATOES;
[illegible]00 cases GREEN PEAS;
[illegible]50 cases PEACHES;
[illegible]80 cases GREEN CORN
ALSO,
[illegible]40 bxs CANDLES;
[illegible]25 bxs C. C. SOAP;
ALSO,
[illegible]50 reels MARKET BASKETS
[illegible]25 reels CLOTHES
ALSO,
[illegible]00 bbl Bbls DRIED PEACHES;
[illegible]05 bbl Bbls DRIED APPLES;
[illegible]10 cases CRACKERS;
ALSO,
[illegible]60 bxs MACARONI;
[illegible]80 bxs VERMICELLI;
A. B. RICHARDSON, Auct'r

ce Real Estate
FOR SALE.
ALL SPECIAL ATTENTION TO OUR
collection of
NG LANDS, STOCK FARMS,
er, Prairie, Improved and
Unimproved.
have
100,000 Acres
and on terms to suit purchasers. Many
located the most beautiful and fertile
gon.
Portland Blocks desirably located in East
& Additions
[illegible] tracts adjoining East Portland,
three-fourths to one mile of the river, bar-
for homesteads, on easy terms.
o amount of City Property, Improved Bus-
y, Building Lots, Dwelling Houses and Job-
ty.
rding to purchase or sell Real Estate we
ited to call on
SSELL & FERRY, Agents
r the purchase and sale of Real Estate,
Portland, Oregon
. B. CONGLE,
ET STREET, PORTLAND
rst door to Knapp, Burrell & Co.)
RY, HARDWARE
ddles, Bridles,
S AND HARNESS
OF EVERY DESCRIPTION.
23dtf
ERLOCK & CO.
LESALE AND RETAIL DEALERS IN
dles, Harness,
RY HARDWARE
Concord Stage and Buggy
Harness, &c., &c.
ROOMS—No. 43, 45 and 52
Front St., Portland.
assorted TEAM COLLARS
on Hand

A fearful responsibility
rests upon those charged
with the care of children.
A careless neglect in the
timely use of well-known
and certain remedy for
this most common and dan-
gerous complaint called
croup, should subject the
parent to the severest con-
demnation. Every mother
knows that a bottle of NEWELL'S
PULMONARY SYRUP
would have warded off the
attack. Mothers
beware, KEEP IT BY YOU
[illegible] and use it with-
out fear, upon the first
appearance, and with a cer-
tainty of immediate relief.
[illegible]

, OILS, WINDOW GLASS,
WHITE LEAD, pure.
OIL, pure.
ES, BRUSHES;
RADIANT" COAL OIL
COAL OIL
T OIL, LARD OIL, pure
RY OIL, NEAT'S FOOT OIL
DEO. L. STORY,
45 Front St., Portland.
ECEIVED,
[illegible] CAMBRIDGE DIRECT FROM
Islands,
00 kegs SUGAR;
50 bales PEA;
[illegible] Sugar for sale by
[illegible] 20 and 22
CHAKEN, MERRILL & CO.
EN ISLAND SALT
ARRANTED PURE.
RSE GROUND, FAIRE AND TABLE
ways on hand and for sale in quantities
HOLLADAY & BRENHAM,
Sole Agents, San Francisco.

The Daily Oregonian.
TUESDAY MORNING, AUGUST 11, 1870.

CITY.

COUNCIL PROCEEDINGS.

REGULAR MEETING, WEDNESDAY, AUGUST 10TH.

Present—His Honor, Mayor Goldsmith, in the chair. Councilmen Bills, Breck, Cree, Hallock and Lewis.

READINGS FROM THE MAYOR.

A message from the Mayor was read, returning without his approval the ordinance to provide for the grade and sidewalks of improving Lincoln street, from Fourth to Fifth, for the reason that the ordinance was informal.

The question being taken, "shall the ordinance pass notwithstanding the Mayor's veto," there was yeas, none; Nays, 5. So the ordinance was lost.

The following message from the Mayor was received and read:

PORTLAND, August 10, 1870.

To the Honorable the Common Council—Gentlemen: I have the honor to transmit to you herewith, for the consideration of the City Attorney, to whom I would call your attention, and ask for the opinion of a special committee to investigate the same. There seems to be a clashing of interests between the County and State on the one side and the City on the other, in prosecutions for criminal offenses, arising out of the fact that Justices of the Peace, having equal jurisdiction with the Recorder, by reason of some of the city ordinances, or ordinances being larger in Justices' Courts, a large number of arrests are made and entered—the State fees which ought to be tried in city cases. This could be remedied by passing an ordinance requiring the police, under penalty of dismissal, to bring all arrests made by them for [illegible] in city cases all arrests made by them for [illegible] within the city limits, requiring [illegible] offenses within the city limits, requiring [illegible] Recorder to try all such cases as city cases, [illegible] requiring the City Attorney to be in attendance at the Police Court to prosecute all such cases as the Police Court to prosecute all such cases on behalf of the city. Respectfully, &c.,

B. GOLDSMITH, Mayor.

On motion the message and accompanying communication from the City Attorney were referred to a special committee—Messrs. Lewis, Lelland and Cree.

PETITIONS.

A petition was received from N. Goodman and others, the Congregation Ahavis Sholum, asking the city to refund taxes paid on the block which is situated the synagogue. Referred to Committee on Ways and Means.

A petition was received from E. Sexton, representing that certain horses had strayed from there ten miles distant in Washington county, which had been taken up and sold in this city by the defendants; that he had purchased the said horses from the buyers at public sale at an expense of $53 50, and asking to have that amount refunded to him. Referred.

Several applications for permits to improve corners were received and permits granted.

REPORTS OF COMMITTEES.

The Committee of Ways and Means—recommending the granting of the petition of R. Weeks for the refunding of taxes paid on double assessment of real estate. Adopted.

The Finance Committee—that H. L. Pittock be allowed to sign the contract for city printing [illegible] with the ordinance lately passed. Adopted on file.

The Committee on Streets and Public Property—in relation to the petition for change of grade [illegible]. Adopted.

The Same Committee—recommending the adoption of the resolution providing for the planting of ornamental trees along certain streets. Adopted.

COMMUNICATION FROM CHIEF ENGINEER.

A communication was received from the Chief Engineer, stating that provision be made for laying a cistern in front of Engine House No. 4, and for the construction of certain adjuncts to the same. Referred to Committee on Fire and to the Chief Engineer, with instructions to report right away.

CLAIMS AGAINST THE CITY.

The following claims were ordered paid: H. L. Pittock, advertising, $26 24. P. D. & H. Co., [illegible] 40 covers, $4 00; Geo. Liverpool, [illegible] $8 00 (reformed); Geo. Fuller, [illegible] $3 00; Northrup & Drew, [illegible] $3 00; Northrup & Drew, [illegible] 25 cents; Wm. Lee, $20.

ORDINANCES INTRODUCED.

An ordinance to provide for the time and manner of [illegible] Lincoln street from Front to [illegible] and close [illegible] and passed.

An ordinance to provide for the time and manner of [illegible] Harrison street from Fifth to [illegible] and three times and passed.

An ordinance to provide for the time and manner of opening College street from Third to [illegible] and laid over.

An ordinance to appropriate money to pay for the payment of witness' fees in the case of the [illegible] Mallon for cancellation of the Second [illegible] and three times and passed.

RESOLUTIONS, NOTICES, ETC.

A resolution was adopted, directing that warrants be drawn for refunding to Loeb and [illegible] taxes illegally assessed.

A resolution directing the Assessor to put down [illegible] columns on the assessment roll, the [illegible] and parts of lots, acres and parts [illegible], assessed. Adopted.

A resolution that notice be given of intention [illegible] to improve certain streets all but principal [illegible] by planting shade trees. Adopted.

A motion was moved that the Clerk be directed [illegible] suitable accommodations for reporters [illegible] Carried.

A motion that the Auditor and Clerk have [illegible] season for two weeks. Adopted.

The Council then adjourned.

ILLUMINATION AND WHY.—Tuesday night, from 11 and 12 o'clock, an illumination of the buildings on Alder, near First street, was [illegible] the dwellers after off. Beholders thought [illegible] Japanese lanterns and listened intently [illegible] fancied alarm" sounded. At one moment [illegible] scene was lighted up so that the [illegible] the buildings could be counted; then a [illegible] darkness, and again, brilliant light. [illegible] illuminated at every few seconds for a half [illegible] and then the "sweet silver light of the [illegible] rays, that these ebons upon Alder street. We [illegible] not, yesterday, that the mysterious, fitful [illegible] were caused by divers and sundry religionists [illegible] Chinese who were burning paper to the Deity. We are pleased to announce that [illegible] engineering gentleman has not been seen [illegible].

A SURGERY TO ROSE IN OPEN DAYLIGHT.—A [illegible] was shot, at East Portland, an attempt [illegible] made by a man—name unknown—to rob [illegible] of Mr. Robinson's saloon. The man had [illegible] hanging around for two or three days, [illegible] doing some, and it would seem, studying [illegible] location. On the day in question, Mr. Robinson [illegible] out at the door, leaving the man [illegible] the saloon, alone. He had scarcely got out [illegible] when he thought he saw, through the [illegible] the glimpse of a movement inside. Stepping [illegible] back, he found the man just in the [illegible] opening the till. Robinson seized hold [illegible] him, knocked him down and gave him what he [illegible] sufficient punishment and then let him [illegible] as well.

A BAD REPUBLICAN CHERRY AGAIN.—Who put the Black Republican cherry? And who got the best stock? These are questions [illegible] regarding the fruit growers of this vicinity [illegible] referring to the latest manifesto on the subject [illegible] of August 10th, 1870.

[illegible] to the Oregonian that Mr. H. Frotty [illegible] a resident in this State on having the best thousand [illegible] Republican cherry trees, one year's [illegible] in nursery. I have taken him up and [illegible] him also on the first day of September [illegible] the committee will meet at Mr. [illegible] place to Willamette Nursery.

G. W. WALLING & CO.

CHERRY WARES.—Mr. Wilhoit, proprietor of [illegible] springs of Clackamas county, has on [illegible] bottling the waters of his springs for [illegible] A consignment of this new article of commerce [illegible] received at this city, and experts [illegible] pronounce it superior, as a beverage, to any of the [illegible] mineral waters, and only inferior to the [illegible] Saratoga water" dipped fresh from the [illegible].

FOR HONG KONG.—The bark *Comberdge* has been [illegible] to McCraken, Merrill & Co.'s wharf, [illegible] cargo for San Francisco. The ship *Germania* [illegible] has been towed up to Moffett & Stephens' [illegible] The announcement the other day that [illegible] had been chartered for Hongkong, was premature [illegible] negotiations were pending between the [illegible] a couple of Chinese firms.

GENERAL HEAT.—The country in the immediate vicinity of the fires now raging in the [illegible] is said to be immensely hot, the air seemingly [illegible] several degrees hotter than even in the city. It is reported that much damage is being done by the fire, notwithstanding all the precautions taken.

ANNUAL REPORT

of the Secretary of the Board of Statistics, Immigration and Labor Exchange.

PORTLAND, Aug. 9, 1870.

To the Board of Trustees—GENTLEMEN: The following is an exhibit of the business of the Labor Exchange office from the commencement to the 1st of August, 1870, embracing a period of ten months:

LABOR AND EMPLOYMENT.

Total No. of men registered	[illegible]
" " persons employed in the same	[illegible]
" " applicants for employment	[illegible]
" " engagements made	[illegible]

In the following table the ORDERS, APPLICATIONS and ENGAGEMENTS are classified under separate heads so as to show the demand and supply for different branches of labor, and also the current rates of wages for each class at this date:

CLASS.	No. of Orders.	No. of Applicants.	No. of Engagements.	RATE OF WAGES
Accountants	1	1	1	Private
Agriculturists	1	1	1	
Bakers	22	1	1	Found, $50 per mo. & board
Blacksmiths	10	16	5	$3 50 and 50 per day
Blacksmith's Helper	6	6	4	$ per day
Boiler Makers	1	1	1	$ per day.
Book keepers	1	1	1	According to age and qualification.
Brakemen	1	2	1	$ per day
Brickmakers	1	1	1	Per contract
Brick Moulders	1	1	1	$ per day.
Cabinet makers	2	2	2	$ per day.
Carpenters	9	35	9	$ 50 to $ per day
Chair makers	1	1	1	$ 4 $ 2 50 per M
Clerks	1	1	1	Private
Choppers	30	20	7	$ 1 50 per day & board.
Coachmen	1	1	1	
Cooks	21	18	18	$ 40 to 60 $ mo & board.
Coopers	4	1	1	By the piece.
Deckhands	15	11	11	$ 40 to 50 $ mo & board.
Dish Washers	7	12	7	$ 25 to 30 $ mo & board.
Engineers	3	3	3	
Farm Hands	84	110	81	30 cents & $ 50 day & brd
Fishermen	15	17	14	$ per mo and board.
Gardeners	5	24	5	$ 40
Generally useful	1	13	1	
Girls—small	13	4	3	Per agreement.
General housework	64	43	22	$ 50 to $ 30 $ mo & board
Jewellers	1	1		
Laborers	104	182	80	$ per day & $ 30 mo & brd
Lumberjackers	20	28	20	$ 35 to 40 $ mo & board.
Machinists	5	5	4	$ 3 50 per day.
Man and Wife	3	3	3	Per agreement.
Millers	1	2	1	
Millmen	2	2		
Millwrights	2	2		
Messengers	1	1	1	$ 30 per mo. and board.
Moulders	2	8	2	$ 40 " "
Nurses	9	1	1	$ per day.
Oilers	6	18	5	$ 40 per mo. and board.
Pattern Makers	1	1		
Porters	6	18	5	$ 40 per mo. and board.
Repetmakers	1	1		
Saddlers	1	1		
Sawyers	2	2		
Seamstress	1	1		
Ship Carpenters	2	2		
Shoemakers	4	2		
Spinner	1	1	1	Per agreement.
Stonecutter—Tuttor	1	1		
Stewards	1	1		
Stone Cutters	2	2		
Tanner	1	1		
Teachers	6	12	6	$ 35 to 40 per mo & board.
Teamsters	5	19	4	$ 40 per month & board
Tailor	1	1		
Wagonmakers	2	2	1	By contract.
Waiters	13	31	8	$ 30 per month & board.
Watchman	1	1		
Wood Choppers	23	19	14	$ 25 per cord.
Wood Workmen	2	1		
Total	397	621	305	

CORRESPONDENCE.

The correspondence, during the period, with parties in other States and Territories amounts to six hundred and thirteen letters, received; nearly all of which have been received since the 1st of March. Only fifty-seven were received previous to that date. The rule in the office has been to attend to this correspondence promptly, either by letter or printed matter. All letters requiring an answer on any particular subject have been answered in detail as soon as practicable; others, asking merely for information of a general character, were responded to by mailing the printed matter provided for the purpose.

To advertise the State abroad, and to meet the demand for information, concerning its climate and resources, existing everywhere nearly throughout the States east of the Rocky Mountains, there have been published for circulation two pamphlets of 5,000 copies each. These have all been distributed, but about 1,800 copies of the second edition. In addition to the pamphlets, about 400 copies of "Dufur's Statistics," 500 copies of Frazar's "Weather Record" on printed slips, and as much as 500 or 600 copies of daily and weekly newspapers have been mailed to eastern correspondents and circulated in channels calculated to attract attention.

Care has been taken in circulating our publications to throw them into quarters where they could reasonably be expected to do the greatest amount of good. Copies were sent to all the leading newspapers of the East, and to a great many agricultural papers, and papers published in country towns. Quite a number of these papers have from time to time contained notices of the pamphlets, and very favorable mention of our State. In the early part of last winter I procured a directory, containing the names and address of the leading fruit-growers and nurserymen in the United States; and I went to some trouble to obtain copies of newspapers published in different parts of the Western States, from which could be gathered the names of persons in a great many different neighborhoods, as they appeared in the advertised proceedings in legal cases, and in jury lists, as well as in the regular advertising columns of the papers. By methods of this kind a list of over 2,000 names of prominent individuals were obtained, and a copy of the pamphlet mailed to each one. The Commissioner of Agriculture at Washington, in his report for May and June, publishes a very handsome notice of Oregon, and refers his readers to this office for definite information.

The Oregon has, within the last few months, been brought more prominently into notice than heretofore, in a fair due in a great measure to the efforts of this Association. Success in that particular has been as great as could reasonably have been expected.

FINANCES.

The whole number of subscriptions, during the year, in sums of ten dollars and upwards, is one hundred and ninety-seven, aggregating the sum of $2,432 25. Contributions, in sums of less than ten dollars, received from thirty-two persons, amount to $133 50. The monthly subscription list opened by the Committee at the Board of Trade meeting early in July now numbers one hundred and seventeen subscribers, and amounts to $264 00, payable monthly for six months from July 1st. The donations taken at the same time are included in the annual list reported above.

The collections made in July on the monthly list amounted to $269 50. All indebtedness against the Association has been liquidated up to August 1st, except a few dollars at the Postoffice.

BALANCE SHEET AUG 1, 1870

RECEIPTS.

By annual subscriptions and contribution, per list.....$2,565 75
By collections on monthly list, for July.....269 50
Total.....$2,835 25

DISBURSEMENTS.

Oct. 8, 1869,	Bartlett & Mitchell, books and stationery	$217 00
" " "	Lownsdale & Mumm, stamp and dies	12 00
" " "	Wells, Fargo & Co., expressage	4 00
Nov. 24 "	Wells, Fargo & Co. "	4 00
Dec. 31 "	Harris & Holman, Stationery	77 25
Jan. 31 1870	Stearns and F. O. box rent	15 00
" " "	J. O Sloan, publications	10 00
" " "	A. G Walling, printing	8 00
" " "	A. G Walling, "	100 00
Feb. 1 "	*Oregon Herald*, publications	9 00
Apr. 1 "	Wells, Fargo & Co., expressage	2 00
May 2 "	Harris & Holman, stationery	12 25
" " "	Postage	20 87
June 2 "	A. G Walling, publications	101 00
July " "	Rogers & H Linen, stationery	6 00
" " "	Postage & postage	14 40
To rent and fuel, to wit:		
Oct. 2, 1869,	R. R. Riley, fuel	7 00
Jan 31, 1870,	R. R. Riley, "	7 00
May 1, "	R. R. Riley, "	7 00
May 31, "	R. R. Riley, "	7 00
Aug. 1 "	R. Stark, rent of office from Sept 27, '69, to July 27, '70, 10 months	250 00
To furniture and fixtures, to wit		
Nov. 30, 1869,	Burchard & Miller	27 25
Jan. 31, 1870,	Ennis, Burchard & Co	11 75
Dec. 31 "	Miller & Thomas	10 75
Aug. 1 1870,	To salary of Secretary from Aug. 27, '69, to Aug. 1, '70, 11 months and 5 days at $100 per month	1,205 00
" " "	To cash on hand	17 75
Total		$2,835 25

Vouchers in support of the various items of expenditure are submitted herewith.

STATISTICS.

Circumstances have not been very favorable for the collection of statistics of the agricultural and other products of the State. The daily papers are about the only source from which anything of that kind can be obtained. Whatever information of a statistical nature could be collected from time to time has been carefully preserved, and forms the basis of the publication issued from the office.

The forthcoming report of the U. S. Marshal for this State, on the census now being taken, will afford reliable data for another edition of the Society's pamphlet, which will be needed for distribution within the next three months.

Information of vacant Government lands has been procured whenever practicable, and by every means that could be considered reliable. Good general descriptions of the Islamath and Goose Lake valleys; of Grand Ronde and other valleys in Eastern Oregon; of the Nehalem and Coquille valleys near the coast; of vacant lands in Columbia, Clatsop, Tillamook, and other counties, as well as in several districts in Washington Territory, have been obtained in various ways, and emigrants wanting lands for settlement have access to this information—often very valuable to them, although it could be made much more so if the office was provided with proper maps.

Respectfully submitted.

JNO. M. DRAKE, Secretary.

COVERAGE.—This week a large lot of spruce timber for [illegible] Stores and bonds arrived from Astoria and was shipped to the parties at Salem. One of the exporting firms of that city has had an experienced sleeper engaged nearly all summer near Astoria in getting up this sort of stuff. The spruce of the best range is said to be the best barrel stuff in use.

POLICE COURT Wednesday, Aug 10.—One case of discharging firearms within the city limits; defendant also discharged. One case of assault and battery by a female pugilist; female didn't appear; bonds confiscated. One case of mutual [illegible] between two young men; jury trial; jury got in a muddle; couldn't agree; prisoners and jury discharged.

STRANGE PERVERSION OF A WORD.—A certain aunt word is "Hunky dory," signifying *all right*. An etymologist has, however, discovered that it is a corruption of the Scotch "Canedour," which is synonymous with the Latin *compos*. From the Scotch meaning of *decent*, it has come to signify, in English, *all right*—a strange perversion.

COOLED OFF.—The clerk of the weather has relented and now the atmosphere is so moderate that the ordinary thermometrical tubes are long enough for all practical purposes. The fact is the mercury is like the French—it is going back. There wasn't enough of it, anyway, to keep up to such infinite heights forever. Let us give thanks.

The New York *Herald* comments on the war in this rollicking way: King William of Prussia, who is seventy-three years old, and Louis Napoleon of France, who is fifteen years younger, are both going to the front. William is hale and hearty, and Louis is gouty. Betting is lively.

KILLED.—Through Mr. B. P. Cardwell, who arrived down from Eastern Oregon last evening, we learn that on the 3d inst., a man named Daniel McLaughlin, a miner, at Canyon City, was killed by a caving bank, in his mine. He had property in East Portland.

DESERTER CAUGHT.—Night before last, Frank Rexman, a deserter from the 23d U. S. Infantry, was arrested in this city by James Allen, one of the special policemen, and has since been delivered over to Lieut. Pollock, the adjutant of that regiment.

PERSONAL.—Gov. Woods arrived down from Salem yesterday, and to day will pay an official visit to the Insane Asylum.

Judge Whittier, of the Fifth Judicial District, arrived last evening from the Dalles.

BENEFIT TO MR. VINSON.—The turn of the veteran actor, J. H. Vinson, for a benefit, will come next Tuesday evening, when he will present a new and attractive bill, and an array of the first dramatic talent of the city.

REPORTED CASE OF STABBING.—A row occurred between Chas. Love and a fair but frail one named Eliza Cassedy, about 3 o'clock yesterday morning, in which the latter was cut with a knife. Charles left town.

OUR CITIZENS certainly deserve credit, for the energy they display to make the Oregon Immigration and Labor Exchange a success and benefit to the State, as well as the immigrant coming to our State. Every citizen should give all the aid in their power to help the large number of strangers coming to our State, and not forget to inform those that Kohn & Fabel No. 91 Front street, have the largest stock of clothing in Oregon, other goods are of superior quality and sold at extreme low prices.

LOOK AT THE RUINS!—Aye, Look at the ruins of what once were magnificent sets of teeth, to be seen everywhere in society. Look at them, and ask yourself if it is not marvellous that such destruction is permitted, when by simply using SOZODONT, ANY TEETH, HOWEVER FRAGILE, may be preserved from decay or blemish as long as life lasts.

"SPALDING'S GLUE," useful to every house.

WILLIAM DAVIDSON,
Office, No. 64 Front Street,
PORTLAND, OREGON.
REAL ESTATE DEALER.
Special Collector of Claims.

A large amount of excellent CITY and EAST PORTLAND PROPERTY for SALE, consisting of LOTS and BLOCKS, HOUSES and STORES.

IMPROVED FARMS and VALUABLE UNCULTIVATED LANDS, located in the vicinity of PORTLAND, and in all parts of this STATE, as well as the adjoining TERRITORIES.

Investments in REAL ESTATE and other PROPERTY made for parties here and correspondents.

LOANS negotiated on all approved Securities.

All kinds of FINANCIAL and GENERAL AGENCY Business transacted.

HOUSES, STORES and other PROPERTY LEASED and RENTS collected.

The COLLECTION of CLAIMS of all descriptions throughout OREGON and the TERRITORIES will be made a SPECIALTY and the proceeds promptly remitted.

ALL PARTIES having business to transact will please apply at the OFFICE. jy14awlf

DR. J. R. CARDWELL,
Dentist.
DENTAL ROOMS,
No. 89 First Street, Portland, Oregon

The Late and Improved Styles of work at Reduced Rates. Nitrous Oxide Gas for the painless Extraction of Teeth. sp12lf

PRATT'S ABOLITION OIL

Cures Rheumatism, Neuralgia, Gout, Lame Back, Paralysis, Sprains, Bruises, Swellings, Stiff Joints, contracted Cords and Muscles, Colic, Cramps, Cholera-Morbus, Diarrhœa, Pain in the Breast and Sides, Sore Throat, Pleurisy, Headache, Toothache, Earache and all aches and pains. PRATT'S ABOLITION OIL, the workingman's friend, the Poor man's Family Physician, the Cheapest and best Family Remedy in the world. EVERY BOTTLE ITS OWN TESTIMONIAL. Price, large size, $1 00; small, 50 cents. Sold by all druggists.

PRATT'S NEW LIFE

Purifies the blood, cures skin diseases, scrofulous eruptions, and all disorders—hereditary or scrofulous arising from impure blood. PRATT'S NEW LIFE regulates the bowels, allays inward fever, cures piles and dyspepsia, strengthens the stomach and digestive organs, stimulates the liver and kidneys to healthy action, cures sick headache, dizziness and all bilious disorders; is adapted to females in the various complaints peculiar to their sex, for the blood, liver, kidneys, stomach and bowels. It is the best remedy to use. Purely vegetable. Price, $1 00. For sale by all druggists. jy24-13m

Health Restored.

The effects of youthful indiscretion, and excessive sexual habits, causing nervous debility and premature decay of the nervous system, cured in 30 days, without the use of mercury. Address S. B. BROWN Portland, Oregon. jy14awlw

MANHOOD AND WOMANHOOD.

BOOKS FOR YOUNG MEN, on the passing attractions of the sexes and the happiness of TRUE MARRIAGE, when perfect manhood and perfect womanhood unite in one, state the cases. Sent free in sealed envelopes. Address HOWARD ASSOCIATION, box P, Philadelphia, Pa. jy9-1dawlm

A Better Tonic than Quinine.—Colleagh's bark of the primest quality is a prominent ingredient of PLANTATION BITTERS. With it are combined the juices and extracts of a variety of aperient, anti-bilious, anti-spasmodic and antiseptic vegetable substances, and these properties are conserved and rendered diffusable by the fermentation of the sugar cane, then at genial and harmless, but equal stimulants, but the most valuable bark is, after all, the most important medical agent contained in the Bitters.

In the various complaints for which quinine is prescribed, PLANTATION BITTERS may be given with the certainty of producing the good effects claimed by the faculty to result from the use of that dangerous alkaloid, with all the fear of any subsequent evil consequence. The entire harmlessness of the Bitters is guaranteed, the testimony on this point, from the highest sources, being conclusive.

Sea Moss Farine from pure Irish Moss, for Blanc Mange, Puddings, Custards, Creams, &c., &c. The cheapest, healthiest and most delicious food in the world.

POWDER AND SHOT for sale by H. W. CORBETT & CO.

For Sale.

DRUG STORE FOR SALE.

PROPOSITIONS FOR THE PURCHASE OF THE entire Stock and Fixtures of the [illegible] known as the

ORECON DISPENSARY,

Situated at No. 73 First St.,

Belonging to the estate [illegible] H. BAILEY, [illegible] right will be received by the undersigned, [illegible] Administrator of said estate. Said [illegible] Portland, Oregon, on or before the [illegible] 1870, at which time the highest [illegible] will be accepted.

An excellent opportunity is here offered to any [illegible] desiring to embark in the Retail Drug Business [illegible] a long established and well known [illegible] stand and will be sold low for cash. [illegible] will also offer said stock at Private Sale [illegible] and [illegible] will receive prompt attention

Decision in U. S. Circuit Court.

A deed by which Daniel H. conveyed to a trustee for the benefit of his creditors all his right, title and interest in and to certain lands, &c., &c., held to convey to the purchaser the same interest as the grantor had at the time of the execution of the deed.

A deed by which Daniel H. conveyed to a trustee for the benefit of his creditors all his right, title and interest in and to certain lands, &c., &c., held to convey to the purchaser the same interest as the grantor had at the time of the execution of the deed.

Where such deed conveyed a conveyance to a trustee and defined said trustee to the purchasers, it must be construed to convey only the right, title and interest in such lands, as grantor had and had by said Daniel H.; the covenants cannot enlarge the premises of a deed.

A covenant to warrant and defend the hereinafter premises against all persons except the United States Government or those deriving title from them, does not except Daniel H. who has a prior claiming title to the premises and subsequently purchased from Lawton & Bowers, donees of the United States.

The effect of the decree of August 12, 1865, in the suit of Hamilton et al. vs. Lownsdale et al. is to vest in Hamilton et al. the title to the lands and premises considered and declared to be the lands and premises of Daniel H. in any particular tract allotted to them except by their respective interests.

U. S. Circuit Court for the District of Oregon, Tuesday August 9, 1870.

John R. Lamb, Emma Lamb et al vs. L. H. Wakefield et al—In Equity. Suit for partition and to apportion a lien.

This suit was commenced August 7, 1869, for partition of block 252 in the city of Portland and to apportion and pay the lien of complainant upon the decree of $31,423.92.

On October 2, 1867, the defendants Wakefield, Conner and Corbett demurred to the bill for misjoinder of parties defendant and for multifariousness, because such defendants were not all interested in the whole premises, but only in separate and different portions of it. After argument the demurrer was overruled for the reason that as the lien for the *ownership* extended to the whole premises, it was necessary and proper to make all persons interested in any part of the premises defendants, and partition the whole premises in one suit, so as to enable the court to completely apportion and provide for the extinguishment of the lien aforesaid.

Afterwards on January 27, 1870, the defendants Wakefield and Conner answered the bill jointly and thereby admitted to be the sole owners of the northerly half of the premises, and the defendant Corbett answered separately, claiming to be the sole owner of the southerly half thereof. To these answers the plaintiffs filed general replications. The other defendant, being united in interest with the plaintiffs, made no defence to the bill.

On May 24, 1870, the cause was heard upon the bill, answers and replications and the testimony of the parties taken orally before the court. From these it appears:

I. That the plaintiffs John R. Lamb and Emma Lamb his wife and Ida Squires her sister are citizens of the State of Kentucky and the defendants are citizens of the State of Oregon; and that the said Ida and Emma are the daughters of Sarah M. Squires, who died prior to 1856, and that said Sarah M. was the daughter of Daniel H. Lownsdale who died, intestate May 4, 1862, and that the defendants Mary E. Cooper, J. P. O. Lownsdale, Ruth A. and Millard O. Lownsdale are the children of said Daniel H.

II. That Daniel H. Lownsdale and Nancy his wife were settlers upon the public lands in Oregon, under the act of Congress of September 27, 1850, commonly called the Donation law, and that before March 12, 1858 and before the issuance of a patent to said settlers for said land so settled upon, said Nancy died intestate and thereupon said Daniel H. as the husband of said Nancy and William Gilliban, and Isabella Ellen Potter and Ruth A. and Millard O. Lownsdale, as the children of said Nancy, under and by virtue of section 4 of said act became seized in fee simple as tenants in common of an undivided one-fifth, each, of the west half of the land so settled upon, containing a fraction over 80 acres and including the premises in controversy and commonly called the Nancy Lownsdale tract; and afterwards on June 5, 1865 a patent to the lands so settled upon was duly issued by the United States, granting the east half thereof to said Daniel H. and the west half thereof to said Nancy, their heirs and assigns respectively.

III. That on March 12, 1858, said Daniel H., by his deed duly executed for the consideration as therein expressed of $6000, "bargained, sold, assigned, transferred and conveyed to Alexander Hamilton all his right, title, interest, claim and demand either in law or equity" to the premises in controversy, described by metes and bounds as "block numbered 252," "upon the extended plat of the city of Portland," as well as the south half of block 253 on said plat. The deed contained the following and only covenant by said Daniel H.: "And I hereby guarantee to warrant and defend said lands to said Hamilton his heirs and assigns forever, against the lawful claims of all persons *except the United States Government or those claiming title from said Government*" and on January 23, 1860, Isabella Ellen Potter aforesaid and her husband, by their joint deed duly executed, among other things, "released and quitclaimed" unto said Daniel H. "all their estate, right, title and interest" in the said Nancy Lownsdale tract, and on February 14, 1860, said Daniel H., by his deed duly executed, among other things, "released and quitclaimed" unto Hannah Smith all his "right, title and interest" to two undivided fifths of the interest in said Nancy Lownsdale tract, conveyed to said Daniel H. by the deed of Isabella Ellen Potter and her husband aforesaid, and on February 23, 1862, said Hannah Smith and her husband Hiram Smith, by their joint deed duly executed, for the consideration as therein expressed of $1,065, "released and quitclaimed" unto the defendant, J. P. O. Lownsdale, all their "right, title and interest" to the aforesaid two undivided fifths of the interest in said Nancy Lownsdale tract, released to said Hannah Smith by said Daniel H. as aforesaid.

IV. That on August 12, 1865, in a suit brought for the partition of said Nancy Lownsdale tract by said William Gilliban against one William A. Abbott and others, including all the heirs of said Daniel H. and Nancy and the parties hereto except the defendants Wakefield Conner and Corbett, a decree for partition and the payment of costs was duly given and entered by the Circuit Court of the State for the county of Multnomah, and that on and by said decree which remains in full force and effect, it was adjudged and determined that said Daniel H. in his life time was the owner of two undivided fifths of said tract, and that the other three fifths thereof belonged to said William Gilliban, Millard O. and Ruth A. Lownsdale, and that to said decree certain portions of said tract were allotted and set apart severally to said William, Millard O. and Ruth A. and the remainder thereof was set apart in gross to the heirs or vendees of said Daniel H. according to their respective interests therein, whatever they might be, and by reason of the inequality in quantity and value of such portions as between the children of Nancy Lownsdale and the heirs and vendees of said Daniel H. it was further adjudged and determined by said decree, that the portions of said tract allotted to the latter should pay to the former the gross sum of $29,750.00, owelty, to be distributed among the latter in such parts as they respectively portion to their respective value, and that $1,423.92 of said owelty was by said decree assessed against and made a lien thereon in favor of the heirs of said Nancy aforesaid.

V. That whatever interest said Hamilton acquired in the premises in controversy by the deed of March 12, 1858 of Daniel H., has been since acquired by said Wakefield and Conner in the year 1867 by deed and by said Corbett in the year 1869 by deed thereof by means of mesne and sufficient conveyances from said Hamilton and the grantees to said Wakefield, Conner and Corbett, and that at the date of the partition by the decree above and the interest in the premises conveyed to said Daniel H. and Hamilton as aforesaid was owned by and Abbott as the grantee of said Hamilton and that said Abbott has since paid to the children of said Nancy the said sum of $1,423.92 so assessed and by the terms of said decree and by the terms of said lien thereon for the repayment to them of said owelty, in case they should be ejected from the premises.

VI. That the premises in controversy have been cleared of stumps and enclosed with a good fence or picket fence by Hamilton or those claiming under him from Daniel H. and that the same have not been defaced, but that the same have been occupied and used by them, and that otherwise occupied and used by his heirs or in the ordinary and usual manner by tenants in the actual occupation of the premises, except that the same have not been cultivated.

The questions arising in this case, and I have been given by counsel.

1. What is the effect of the deed of March 12, 1858, or what interest in block 252 passed by it to Hamilton and those claiming under him the defendants Wakefield, Conner and Corbett and

2. How did the partition afterwards affect such interest, if any.

It appears from the facts stated that at the date of the execution of the deed from Daniel H. to Hamilton, the former had an undivided one-fifth interest in the Nancy Lownsdale tract, including the premises described in the deed and no more. This interest he held as the direct donee of the United States. Upon the death of the wife Nancy, after the completion of the residence and cultivation and before the issuance of the patent, her share of the donation was in effect granted over by the act of her husband and children in equal parts (*See Field vs. Squires, decided in this Court, Jan. 1868; Sec 1, Donation Act*).

After some dispute it has been settled that the deed of a tenant in common for a particular part of the premises held in common, although void as against Daniels not void as against himself (*9 Ohio, 130; 12 Mass., 176*). In the partition the Court having no power to allot this block to the heirs and vendees of Daniel H. according to their respective interests, whatever they might be, his conveyance at the time of making the deed are without interest in the premises, and therefore the deed is no longer void as to them, but is valid to all intents and purposes.

The granting clause of the deed only purports to convey the then right, title and interest of said Daniel H. in the premises to Hamilton. That interest was an undivided one-fifth. Any interest which Lownsdale might subsequently acquire in the premises would not be affected by a conveyance of his right, title and interest at that time. This proposition is too plain for argument, and has well settled in this court to need the citation of authorities.

Afterwards, on January 27, 1860, as has been stated, Daniel H. purchased another one-fifth interest in the Nancy Lownsdale tract from Isabella Ellen Potter, this fifth of which he subsequently conveyed to Hannah M. Smith as follows: that at the time of the partition aforesaid the grantees of Hamilton were the owners of an undivided one-fifth of block 252, and the heirs of Daniel H. and Hannah M. Smith as his grantee, were the owners of the undivided fifth purchased from Isabella Ellen Potter, unless the covenant in the deed from Daniel H. to Hamilton would bar him or those claiming under him from asserting any claim to such after acquired fifth.

The covenant is to warrant and defend such *lands* (block 252) to said Hamilton etc. But by the premises of the deed only the *right, title and interest* of Daniel H. is bargained and sold to Hamilton. It is a well settled rule of law that the premises or granting clause of a deed may limit and control the covenants, but the covenants can never enlarge the premises. (2 *Wash. R.* 7 665, 12 *Pick.* 56; 13 *Pe.* 120 *Field vs. Squires above cited*). This being so, the word *lands* in this covenant can have no other effect than the words in the premises of the deed which only describe the right, title and interest that Daniel H. then had in the land.

But there is another conclusive reason why the covenant does not affect the after acquired interest. This covenant is a special one "against the lawful claims of all persons, *except the U. S. Government or those deriving title from said Government.*" Isabella Ellen Potter obtained this fifth as has been shown from the U. S. Government and her grantee Daniel H., and all those claiming under him as subsequent vendees or heirs, "derive their title from said Government." There can be no pretence then that this covenant applies to this after acquired fifth, or was intended to meet such a case. The parties have expressly excepted the title of the U. S. from the warranty, and this exception left Daniel H. at full liberty to acquire such title to all or any portion of the block and hold and transmit it without restraint or hindrance from this covenant.

The covenant is practically a nullity and absurdity. In any event no effect could be given to it except upon the improbable if not impossible contingency, that some person might set up a valid title to the premises other than one derived from the United States as for instance from Great Britain, Spain or France. As the parties to this deed may be safely presumed to have known that this was originally public lands of the United States, and that no valid title thereto could be derived from any other source than the United States Government, it is difficult to conjecture what was the object intended to be accomplished by this covenant. However that may be, it cannot prevent the plaintiffs from asserting their title to an interest in four-fifths of the premises, for two reasons. First, the law acting upon the reasonable presumption that a party does not warrant the title to a greater interest than he sells, will not construe this covenant as being applicable to any other or greater interest in the premises than the undivided fifth thereof then owned by the covenantor and bargained and sold to the covenantee. Second, the title now asserted by the plaintiffs to an interest in such four-fifths is derived from the United States Government and therefore expressly excepted from the operation of the covenant. (2 *John. Cases*, 204; *Fields vs. Squires above cited*.)

As to the effect of the partition upon the interests of these parties in this block the point was conceded and decided by this court in the above cited case of *Fields vs. Squires*, and again in *Lamb et al. vs. Lownsdale et al.*, decided at this term. These decisions were to the effect that the parties to the partition neither gained nor lost by it. This is a well established rule in partition, whether it is made by the decree of a court or by the mutual deeds of the parties (13 *Ohio*, 546). For instance the interest sold to Hamilton in block 252, being only one-fifth, it was neither increased or diminished by the partition. The other four-fifths of the block belonged to the heirs of Daniel H. and Hannah M. Smith and the children of Nancy One-fifth to the latter by partition the children of Nancy were divested of their three-fifths interest in this and other parcels of the tract and this three-fifths was by the same means vested in the heirs of Daniel H., in exchange for the two-fifth interest of such heirs in the parcels allotted by the decree to the children of Nancy. In this exchange the grantees of Hamilton contributed nothing and took nothing by it. But this partition being, as regards its quantity and value, equally was given by the decree to Nancy's children as a compensation for such inequality. For the purpose of protecting their individual interests from being sold to pay this owelty, these defendants or those under whom they claim, have voluntarily paid the same. In making the partition the Court cannot be made to regard the equities that may thus arise between the different parties to the suit. The interests of the parties are referred to the Clerk of the Court as a special master to take and state an account between them and report the same to the Court. The Clerk has taken such accounts as to the value of the premises and the liens thereon and reported the same to the Court, and it appears that the owelty has been paid, it may by the former

D. DADY, J.

Board Pay for Pedagogs.
Stalls for Dry Goods.

FINANCE AND COMMERCE.

PORTLAND, Aug. 10, 1870.

Gold at New York to day 11½.
Portland legal tender rates, 89c.

Markets by Telegraph.

SAN FRANCISCO, Aug. 10—Wheat in New York to-day $1.
Barley ——
Potatoes ——
Ex dec 12½@15c.
Hops—dull, 17 cents@20.
Wool—Humboldt, 27½@30c; Nevada, 25@27½c; Oregon, 25@27½c; Valley, 30@32½c; Northern, 25@27½c; Middle County, 30@32½c; Southern, 20@22½c; Coast Counties, 30@32½c; Mendocino, 25@27½c; Lake, 25@27½c; Colusa, 25@27½c; Humboldt, 25@27½